

THE U.S. GENERAL SERVICES ADMINISTRATION INVITES YOU TO PARTICIPATE
IN A DEVELOPMENT OPPORTUNITY IN THE VALLEY OF THE SUN!

Agua Fria

426 Acres +/- in Peoria, Arizona

This sale consists of two unimproved land parcels totaling 426 +/- acres located northwest portion of the Phoenix metropolitan area and is approximately three miles south of the New Waddell Dam and 0.8 miles west of the intersection of Carefree Highway and Lake Pleasant Road. The Property is within the northern portion of the city limits of Peoria, Arizona.

Sale Type: Online Auction

Start Date: October 25, 2004

End Date: Based on Bidding

Suggested
Opening Bid: \$5,000,000.00

Registration
Deposit: \$250,000.00

Bid Increment: \$50,000.00

Web Page

<http://propertydisposal.gsa.gov>

Click on state of Arizona to view and download Property sales information

Online Auction

www.auctionrp.com

Register and submit your bid

For more information on the online auction process, please contact Gina Arias-Arrieta
1-888-472-5263 (GSA-LAND), ext. 3431
e-mail: gina.arias-arrieta@gsa.gov

For More Sales Information

David Haase, Realty Officer
1-888-472-5263 (GSA-LAND), ext. 3426
e-mail: david.haase@gsa.gov

24-hour Bid Hotline Recording

Call Toll Free 1-888-472-5263 (GSA-LAND),
Enter Property Code 183#

Send Bid Form & Registration Deposit to:

U.S. General Services Administration
Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, CA 94102-3400
Attn: David Haase, Realty Officer

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PROPERTY DESCRIPTION

1. LOCATION

The Property is located in the northwest portion of the Phoenix metropolitan area and west of the intersection of Carefree Highway and Lake Pleasant Road. The Property is within the northern portion of the city limits of Peoria, Arizona.

2. DESCRIPTION

Two unimproved land parcels totaling 426+/- acres. The Property lies north of Carefree Highway and is bordered on the east by the CAP Waddell Canal and by the Agua Fria River on the west. A 310-foot wide power transmission corridor bisects the Property. A separate conveyance of 10 acres, consisting of an electrical substation, has been completed to the Arizona Public Service (APS) and this site lies adjacent west of the transmission corridor. The sale Property, although divided into two parcels by the power transmission corridor, will be sold in its entirety as one unit.

3. DIRECTIONS

From 1-17, take Carefree Highway (AZ-74) west approximately six miles. Turn left on Lake Pleasant Road and proceed south for about 1.5 miles. Turn right on Carefree Highway and proceed west for 0.8 mile. The Property's southeast corner is on the right immediately after Carefree Highway crosses the Waddell Canal. **See map on the back cover of this brochure.**

4. LEGAL DESCRIPTION

See Exhibit "A" for Legal Description and Exhibit "B" for Plat Map.

5. ASSESSOR'S PARCEL NUMBER

The Maricopa County Assessor's Office has assigned the following numbers to the Property: **Portions of 201-18-002B and 201-31-001E.**

Please note these APNs have been assigned to parcels acquired by the Government. The Property being offered for sale consists of only a portion of the original acquisition. The APNs are provided for reference only.

6. ACCESS

The Property has legal access from the south from Carefree Highway.

7. EXISTING EASEMENTS

The Property will be sold subject to any and all existing covenants, reservations, easements, restrictions, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

8. UTILITIES

Procurement of utility service shall be the responsibility of the successful bidder. Bidders are urged to contact the utility providers below for information on the availability of utilities. The site does not currently have access to gas, public water and sewer lines.

Electricity: Arizona Public Service
(602) 371-7171

Telephone: Qwest (800) 603-6000

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Instructions to Bidders and Special Terms of Sale, and any provisions of the Bid For Purchase of Government Property, all of which are attached to this IFB and incorporated and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued prior to the time fixed in the IFB for the opening of bids.

2. DESCRIPTION PROVIDED IN IFB

The description of the property set forth in the IFB and any other information provided therein with respect to said property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct, but any error or omission, including but not limited to, the omission of any information available to the agency having custody over the property and/or any other Federal agency, shall NOT constitute grounds or reason for non-performance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

Inspection of the property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening.

The Property is vacant and is available for inspection at any time without a General Services Administration representative, however, the privately owned sub-station is within a secured fence area and access within the secured fence is prohibited.

4. CONDITION OF PROPERTY

The property is offered for sale and will be sold "**AS IS**" and "**WHERE IS**" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and NO claim(s) for any allowance or deduction upon such grounds will be considered after the bid opening.

5. NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

a) Based on a complete search of agency files, in accordance with regulations issued by the U.S. Environmental Protection Act at 40 CFR, Part 373, it has determined that there is no evidence to indicate that hazardous substance activity took place on the property.

b) A hazardous substance covenant will be included in the conveyance document.

6. ZONING

The subject property is located within the City of Peoria, Arizona and zoned AG, General Agricultural District.

Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the property for present or proposed future use, shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate

or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this Invitation for Bids or sale agreement. **For more information, please contact the City of Peoria:**

Zoning Department
(623) 773-7200
zoning@peoriaaz.com
www.peoriaaz.com

7. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer after the date of the bid opening for 90 calendar days, unless the bid is accepted or rejected by the Government before the expiration of the 90 days.

If the Government desires to accept any bid after the expiration of the 90 calendar days, the consent of the bidder shall be obtained prior to such expiration.

8. TAXES AND CLOSING COSTS

As of the date of conveyance of the property, the successful bidder shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees shall be borne solely by the successful bidder.

9. REVOCATION OF BID AN DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the successful bidder in the performance of the contract of sale created by such acceptance, or in the event of failure by the successful

bidder to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the bidder shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government ("Seller") and a) Seller fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the successful bidder ("Purchaser") for any reason, although Purchaser is ready, willing, and able to close, Seller shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon Seller shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any title evidence which may be desired by the successful bidder will be procured by him at his/her sole cost and expense. The Government will, however, cooperate with the successful bidder or his/her authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the property.

12. TITLE

If a bid for the purchase of the property is accepted, the Government's interest will be conveyed by a Quitclaim Deed. The Government does not pay for title insurance but the Purchaser is encouraged

to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date, said date to be not later than sixty (60) calendar days after acceptance of the bid. On the closing date, the successful bidder shall tender to the Government the balance of the purchase price. Upon such tender being made by the successful bidder, the Government shall deliver to the successful bidder the instrument, or instruments, of conveyance. The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

The Government does not mandate use of a particular title company. However, the successful bidder may, and is encouraged to, open an escrow account with a local title company.

14. DELAYED CLOSING

The successful bidder shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the successful bidder's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government reserves the right to refuse a request for extension of closing.

15. CONTRACT

The Invitation for Bid, and the bid when accepted by the Government, shall constitute an agreement for sale between

the successful bidder and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. Nor shall the contract or any interest therein, be transferred or assigned by the successful bidder without the consent of the Government. Any assignment transaction without such consent shall be void.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The successful bidder shall pay all taxes and fees imposed on this transaction and shall obtain at bidder's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the successful bidder's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA at the following address:

GSA Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3400
Attn: Clark Van Epps, Director

17. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions and encumbrances, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the property may disclose.

18. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. General Services Administration employees are prohibited from bidding on the property offered in the IFB.

19. ANTI TRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for his/her advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

ONLINE AUCTION INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction starts on October 25, 2004 at 9:00 a.m. PDT.

2. TYPE OF SALE

This sale will be an online auction conducted via the Internet and by submission of written or faxed bids. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced on the Internet and on a telephone hotline message with three days prior notice (see Section 12, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid is **\$5,000.000.00**. This amount does not represent the value of the property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the property and reserves the right to reject any and all bids.

5. REGISTRATION DEPOSIT

a) A registration deposit in the amount of Two Hundred Fifty Thousand Dollars **(\$250,000.00)** must accompany your Bidder Registration and Bid Form in form

of a cashier's check, certified check, U.S. Postal Service money order, or credit card

(Visa or MasterCard). Personal or company checks are **NOT** acceptable and will be returned to the sender. To register to bid and if you are prepared to make an initial bid, **please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send to:**

GSA Office of Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor
San Francisco, California 94102-3400
Attn: David Haase, Realty Officer

b) Please make your check or money order payable to: **"U.S. General Services Administration"**.

c) Deposits by credit card may be made over the Internet by following the instructions on the online auction site: www.auctionrp.com or by using the enclosed Registration Deposit by Credit Card form. Only upon GSA's verification of your registration deposit will you be allowed to bid online or by submission of a written or faxed bid.

d) Within ten (10) calendar days of acceptance of a bid by the Government, the successful bidder agrees to deposit an additional amount, if any, which when added to the registration deposit, will equal at least ten percent (10%) of the amount bid. Failure to so provide such bid deposit shall require rejection of the bid.

e) Upon acceptance of a bid, the appropriate bid deposit of the successful bidder shall be applied towards payment of the successful bidder's obligation to the Government. The full balance of the purchase price is payable within sixty (60)

calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

f) Appropriate registration deposits accompanying bids that are rejected will be returned to bidders without interest.

g) Registration deposits received from the two highest bidders will be held as stipulated in **Paragraph 15, Backup Bidder**. All other registration deposits will be returned.

6. BIDDER REGISTRATION AND BIDS

a) Bidder registration and subsequent bids must be submitted on the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property" accompanying this IFB. All information and certification requested thereon must be provided. **Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected.** Additional bid forms are available upon request or you may photocopy the forms in this IFB.

b) The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Form must be signed and dated.

c) To register online, bidders should return to GSA their original signed and completed Bidder Registration and Bid Form. Bidders should retain all other documents, including one copy of the Bidder Registration and Bid Form, for personal records.

7. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. If you register online, you will

be required to assign your own User ID (limited to eight (8) characters) and password. **Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity.** If you do not register online, a User ID and password can be assigned to you. The User ID must be on the bid form when submitting bid increases, by mail or fax. The User ID number will be used to identify the bidders on the recorded hotline and on our auction web page, www.auctionrp.com.

8. BIDDING IN GENERAL

a) Bids may be delivered to our office either in person, by fax, by U.S. Mail, by private delivery services, or via the Internet at www.auctionrp.com.

b) Bidders who registered online may increase their bids by following the instructions at www.auctionrp.com. They may also submit increased bids in person, by fax, U.S. mail or private delivery services. By submitting your bid through www.auctionrp.com, you agree that your Internet bid is a binding offer. You will be legally obligated for any and all bids submitted using your ID number and password on the Internet.

c) Bids must be submitted without contingencies.

d) Bids (mail or faxed bidders) that are not submitted on GSA forms will be rejected.

9. FAXING YOUR BID

a) Bids by fax may be made with a credit card (either Visa or MasterCard) by using the deposit form in the bid package. By faxing your bid, you are agreeing that your faxed bid is a binding offer. Faxed bids must be completely filled out and signed. **The 24-hour fax number for**

increased bids or initial bids is (415) 436-7402.

b) A bid submitted by fax must arrive at the place and by the date and time that the Government has specified as the deadline for receipt of bids. If a bidder chooses to transmit a bid by fax, the Government will not be responsible for any failure attributable to the transmission or receipt of the faxed bid, including, but not limited to, the following:

1. Receipt of a garbled or incomplete bid.
2. Availability or condition of the receiving facsimile equipment.
3. Incompatibility between the sending and receiving equipment.
4. Delay in transmission or receipt of bid.
5. Failure of the bidder to properly identify the bid.
6. Illegibility of bid.
7. Security of bid data.

c) If your fax bid is not reflected on the 24 hour Bid Hotline recording or on the web page, and your bid is higher than the announced bid, you must call **1-888-472-5263 (GSA-LAND)**, ext. 3426 for David Haase or ext. 3431 for Gina Arias-Arrieta for verification that your bid was received.

10. DAILY BIDDING RESULTS

Bidders may call our 24-hour bid hotline at **1-888-472-5263 (GSA-LAND)** and **Enter Property Code #183** to hear the current high bid. Bidders may visit our webpage <http://propertydisposal.gsa.gov> or our online auction web site at www.auctionrp.com to obtain current bidding information. The bid hotline and GSA Internet Home Page will be updated each Monday morning (excluding Federal Holidays) with the highest bid received over the weekend, and whenever new high bids are received during normal

business hours. Bidders will be notified via the hotline recording and the web page when bidding will be closed. **If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3426 or ext. 3431.** Bidders are urged to pay close attention to the recording and web page, which will contain new, revised and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

11. INCREASING YOUR BID

If you learn from the recorded message, or from the web page, that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. Increased bids must be submitted on the official GSA bid forms unless you are bidding online. Official bid forms may be photocopied. **Increased bids must be at least Fifty Thousand Dollars (\$50,000.00) more than the previous high bid in order to be considered.** The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted bid, bidders may use one of the following methods: in person, by fax, U.S. mail, private delivery services, or online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail, fax, on-line, etc., the first bid received will be recognized.

12. CALL FOR FINAL BIDS

Once bidding slows down, a date will be set for the receipt of final bids. That date will be announced on the web page and on the GSA bid hotline recording. On that date, if no increased bid is received by 3 p.m. Pacific Daylight Time (PDT), then bidding will close at 3 p.m. and

consideration will be given to selling the property to the high bidder. If an increased bid **is** received on a timely basis, then bidding will be continued over until the **next business day** on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3 p.m. (PDT) time on that day. There is no advantage to waiting until the last minute to bid.

13. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

14. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

15. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's

deposit will be retained, without interest, until the first high bidder has increased their initial bid deposit to the required 10% of the purchase price. Subsequently the bid deposit of the second-high bidder will be returned by mail immediately thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

16. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

17. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or his duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof.

18. ADDITIONAL INFORMATION

The GSA issuing office, at the address given in this IFB, will, upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB.



**BIDDER REGISTRATION AND BID FORM
FOR PURCHASE OF GOVERNMENT PROPERTY**

SEND THIS FORM TO:

U.S. General Services Administration
Office of Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: David Haase

THIS FORM MAY BE SUBMITTED BY FAX: 415-436-7402

CHECK ONE: ☐ **INITIAL BID** ☐ **INCREASED BID**

The undersigned bidder hereby offers and agrees to purchase the property listed below, as described in the accompanying Invitation for Bids, for the bid price entered below, if this bid is accepted within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the provision of Invitation for Bids No. 9-I-AZ-183, including its Property Description, General Terms of Sale, Instructions to Bidders and Special Terms of Sale, including any amendments, all of which are incorporated herein, and by reference, made a part of this bid.

REGISTRATION DEPOSIT: **\$250,000.00**

BID AMOUNT: \$ _____

BID AMOUNT SPELLED OUT: _____

In the event this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies):

- ☐ An individual doing business as _____
- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____

E-mail: _____

Signature _____ Date _____



CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____,
(Name of Authorized Representative)

who signed this Bid For Purchase of Government Property on behalf of the bidder was then

(Official Title)

of said Corporation that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

Signature of Certifying Officer: _____

(Corporate Seal Here)



REGISTRATION DEPOSIT BY CREDIT CARD

SEND THIS FORM TO:

U.S. General Services Administration
Office of Property Disposal Division (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: David Haase

THIS FORM MAY BE SUBMITTED BY FAX: (415) 436-7402

REGISTRATION DEPOSIT: \$250,000.00

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the bid deposit, as specified in the Online Auction **Instructions Page 7, Paragraph 5, Bid Deposit Terms**. In the event that applicant becomes the successful bidder, the bid deposit will be applied towards the purchase price for the property. In the event the applicant is not the successful bidder, the bid deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Card Number: _____ Exp. Date: _____

Phone () _____ Fax: () _____

Signature: _____ Date: _____

PSOMAS

LEGAL DESCRIPTION

EXHIBIT "A"

AGUA FRIA SALE PARCEL

PEORIA, ARIZONA

GSA CONTROL NO. 9-I-AZ-828

Those portions of Sections Four (4) and Five (5), Township Five (5) North, Range One (1) East, Gila and Salt River Meridian, in Maricopa County, Arizona, being more particularly described as follows:

Parcel 1

The East half (E1/2) of said Section 5 as shown on that Record of Survey filed in Book 588, Page 3 of Maricopa County Records.

Parcel 2

Beginning at Southwest Corner of said Section 4 as shown on said Record of Survey; thence along the South line of said Section 4, North 89°59'45" East 2,639.71 feet to the South quarter (1/4) corner of said Section 4; thence continuing along said South line South 89°56'10" East 1,893.12 feet; thence leaving said South line the following courses: North 04°22'33" West 202.93 feet; thence North 32°29'14" East 249.96 feet; thence North 4°22'33" West 529.29 feet; thence North 16°53'46" West 762.51 feet; thence North 29°24'43" West 1,199.35 feet to a point on the East-West centerline of said Section 4; thence along said centerline South 89°24'48" West 3,811.33 feet to the West quarter (1/4) corner of said Section Four (4); thence along the West line of said Section 4, South 0°13'31" East 2674.38 feet to the Point of Beginning.

PSOMAS

Excepting therefrom the following described parcels:

Parcel 1.1

Beginning at the South quarter (1/4) corner of said Section 5, from which the Southeast corner lies, North 89°50'27" East 2,639.37 feet as shown on said Record of Survey; thence along the South line of the East half of said Section 5, North 89°50'27" East 694.57 feet; thence leaving said South line the following courses: North 07°30'38" East 3247.49 feet; North 82°29'22" West 50.00 feet; thence North 07°30'38" East 1,959.53 feet, to a point on the North line of said East half; thence along said North line, South 89°29'51" West 1503.43 feet to the North quarter (1/4) corner of said Section 5; thence along the North-South centerline of said Section 5, South 01°58'27" East 5,160.69 feet to the Point of Beginning.

Said excepted parcel contains 130.962 acres more or less.

Parcel 1.2

A strip of land, 300.00 feet wide, the northwesterly line of said strip described as follows:

Commencing at the East quarter (1/4) corner of said Section 5; thence along the East line of said Section 5, South 00°13'31" East 1,399.33 feet to the **TRUE POINT OF BEGINNING**; thence leaving said easterly line South 34°58'54" West 1,559.24 feet to the southerly line of said Section 5 and being the terminus of said strip.

The southeasterly line of said strip shall terminate northeasterly at the easterly line and southwesterly at the southerly line of said Section 5.

Said excepted parcel containing 8.547 acres, more or less.

PSOMAS

Parcel 1.3

Commencing at the East quarter (1/4) corner of said Section 5; thence along the East line of said Section 5 South 00°13'31" East 1,399.33 feet to the **TRUE POINT OF BEGINNING**, said point being on the southeasterly line of that 10-acre parcel as described in that Quit Claim Deed recorded January 6, 2004 as Instrument No. 2004-0010291 of Official Records of said County; thence leaving said easterly line and along the boundary lines of said 10-acre parcel the following courses:

North 34°58'54" East 488.05 feet;

thence North 55°01'06" West (North 55°13'21" West) 660.00 feet;

thence South 34°58'54" West (South 34°46'39" West) 660.00 feet;

thence South 55°01'06" East (South 55°13'21" East) 660.00 feet;

thence North 34°58'54" East (North 34°46'39" West) 171.95 feet to the **TRUE POINT OF BEGINNING**.

Said excepted parcel containing 10.000 acres, more or less.

Parcel 2.1

A strip of land, 300.00 feet wide, the northwesterly line of said strip described as follows:

Commencing at the East quarter (1/4) corner of said Section 4; thence along the West line of said Section 4 South 00°13'31" East 1,399.33 feet to the **TRUE POINT OF BEGINNING**; thence leaving said easterly line North 34°58'54" East 1,720.32 feet to the East-West centerline of said Section 4 and being the terminus of said strip.

The southeasterly line of said strip shall terminate northeasterly at said East-West centerline and southwesterly at the westerly line of said Section 4.

Said excepted parcel containing 14.050 acres, more or less.

PSOMAS

Said Parcel 1 containing 171.463 net acres, more or less.

Said Parcel 2 contains 255.396 net acres, more or less.

The basis of bearing for this legal description is the State Plane NAD83 (1992 Epoch), Arizona Central Zone, as shown on that Record of Survey filed March 25, 2002 in Book 588 Page 3 of Maricopa County Records.

As shown on Exhibit "B" attached hereto and made a part hereof.

Prepared under the direction of:

Jeremy L. Evans

Jeremy L. Evans, R.L.S. 30351

9-10-04
Date

Expires: 9/30/2005

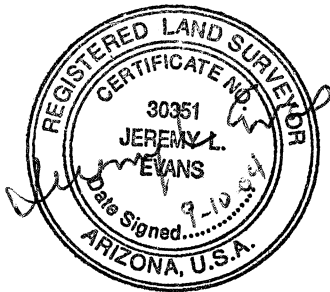
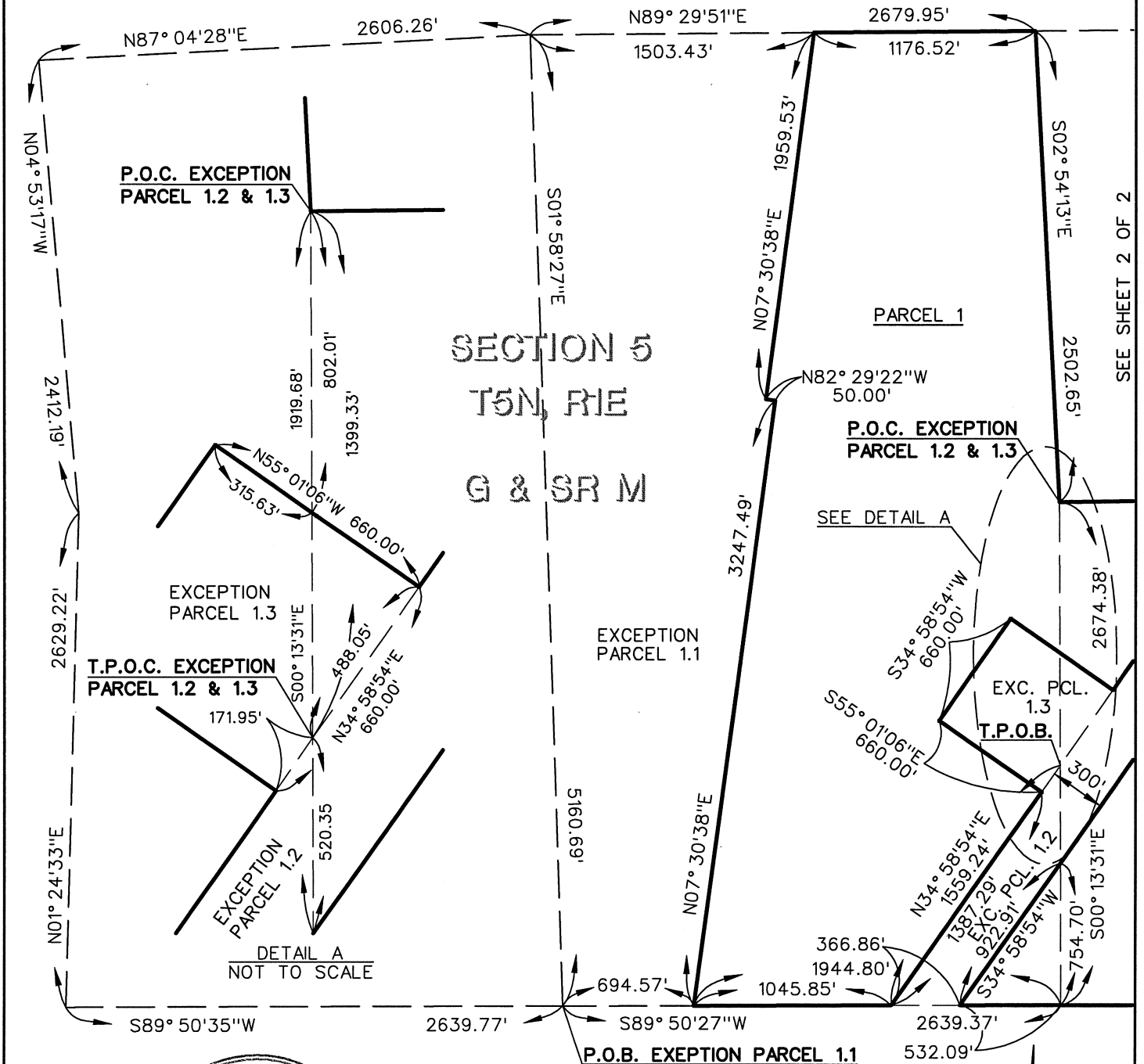


EXHIBIT B



DESCRIPTION: Portion of Sec. 4 & 5, T5N, R1E, Gila and Salt River Meridian, Maricopa County, Arizona

AQUA FRIA SALE PARCEL
PEORIA, ARIZONA
GSA CONTROL No. 9-I-AZ-828

SHEET 1 OF 2

PSOMAS

3187 Red Hill Avenue
Suite 250
Costa Mesa, CA 92626
(714) 751-7373 Fax (714) 545-8883

SCALE 1" = 800'

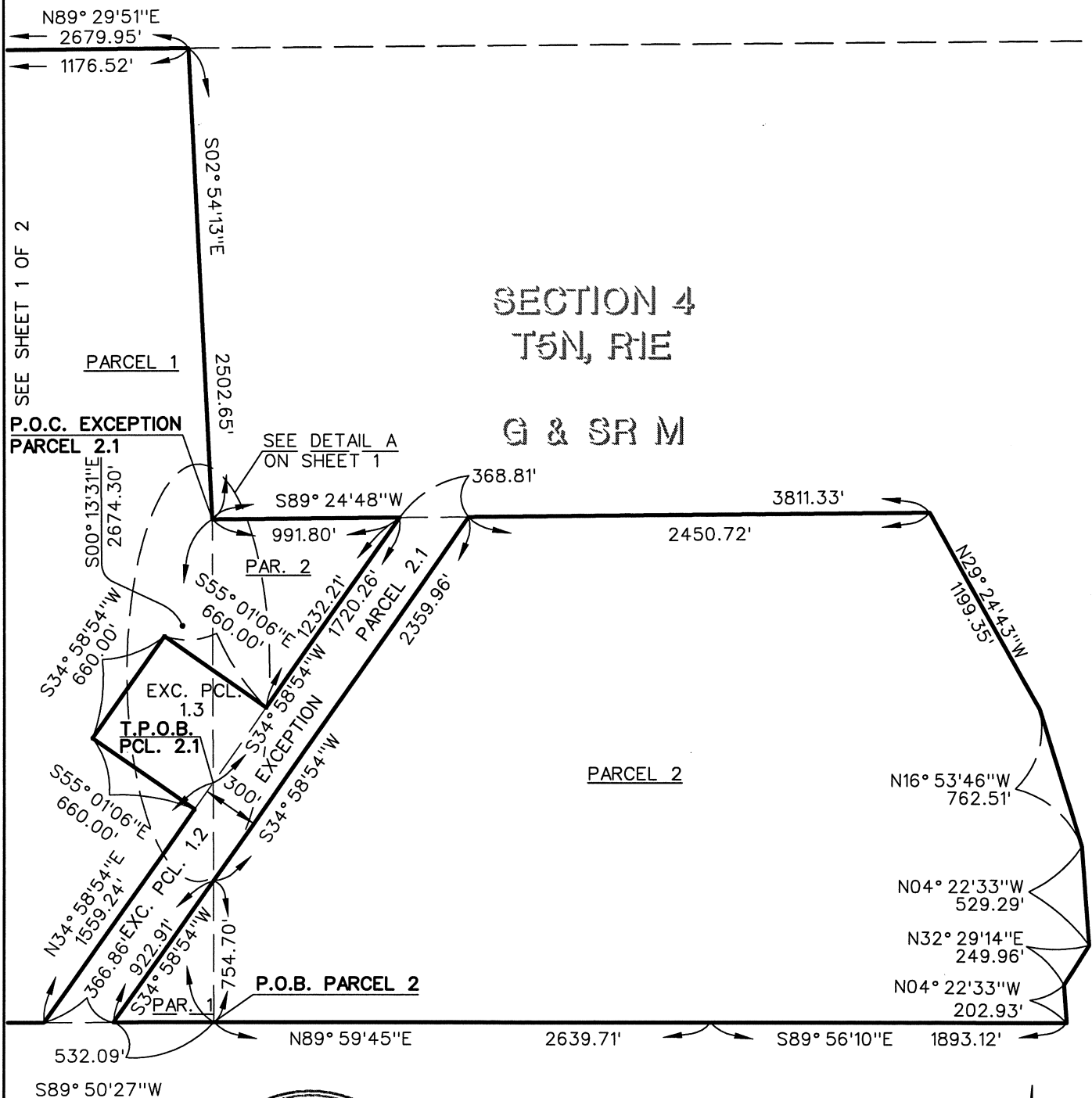
DRAFTED S.J.A.S.

CHECKED J.L.E.

DATE SEPTEMBER 7, 2004

JOB
NUMBER 2GSA0102

EXHIBIT B



DESCRIPTION: Portion of Sec. 4 & 5, T5N, R1E, Gila and Salt River Meridian, Maricopa County, Arizona

AQUA FRIA SALE PARCEL
PEORIA, ARIZONA
GSA CONTROL No. 9-I-AZ-828

SHEET 2 OF 2

PSOMAS

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